



## **AIDS 2020: Virtual - Terms & Conditions for Satellites and Exhibition**

### **Definitions**

These Terms & Conditions for Satellites and Exhibition are valid for every organization applying for a satellite and/or exhibition package at, or whose order has been automatically transferred to, the 23rd International AIDS Conference (*AIDS 2020: Virtual*) to be held from 6 – 10 July 2020 (hereinafter referred to as “the conference”).

All references to a date or a deadline, mentioned in this and other conference documents, refer to the Central European Time Zone (CET).

All references to “IAS” mentioned in this and other conference documents refer to the IAS, a District of Columbia, United States, non-profit corporation with its principal office at 1035 Market Street, Suite 400, San Francisco, CA 94103, USA, doing business in California as AIDS 2020 (IAS dba AIDS 2020).

All references to “International AIDS Society” mentioned in this and other conference documents refer to the International AIDS Society, registered and based in Geneva, Switzerland. The International AIDS Society is the custodian of the International AIDS Conference and hosts the conference secretariat.

All references to “conference organizers” mentioned in this and other conference documents refer to the current partners: International AIDS Society, the Joint UN Programme on HIV and AIDS (UNAIDS), the International Community of Women Living with HIV (ICW) and the International Council of AIDS Service Organisations (ICASO).

### **Applying for an Exhibition Package**

Organizations wishing to apply for an *AIDS 2020: Virtual* exhibition package must follow the criteria for acceptance, which include:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting conference policies and goals of diversity and inclusion

Organizations shall not use the *AIDS 2020: Virtual* conference platform or permit it to be used by any employee, agent or invitee:

- For any illegal purpose and cybercrime;
- In violation of the AIDS 2020 : *Virtual* Principles and Values and Terms of Use;
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma codex;
- In conflict with and applicable data security and protections laws, including but not limited to the European Union General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), or any relevant data protection regulation;

- In any manner which could vitiate the insurance or increase the rate of insurance on the virtual conference; or

All exhibition package orders must be made by contacting the *AIDS 2020: Virtual* – Satellites and Exhibition team to be placed on ISET. The exhibition order will be confirmed only upon receipt of full payment in accordance with the *AIDS 2020: Virtual* - Terms & Conditions for Satellites and Exhibition. The *AIDS 2020: Virtual* - Satellites and Exhibition team reserves the right to accept or reject applications

Virtual booth placements are assigned by the *AIDS 2020: Virtual* - Satellites and Exhibition team. Only Major Industry Sponsors receive the right to select their location based on set criteria. The *AIDS 2020: Virtual* - Satellites and Exhibition team assigns virtual booth spaces on a first-come, first-served basis according to the selected package, the dates by which applications are received and fully paid, availability and the overall requirements for the exhibition.

The *AIDS 2020: Virtual* - Satellites and Exhibition team has the right to revise the virtual location and time of the exhibition, to curtail the time or to cancel the exhibition at any time. Any change in the duration of the exhibition does not entitle the exhibitor to cancel the booking or to request a reduction of fees, or to put forward a claim for damages or costs thereby incurred.

Anyone attending the exhibition must be registered for the conference.

## **Applying for a Satellite**

Organizations wishing to apply for an *AIDS 2020: Virtual* satellites must follow the criteria for acceptance, which include:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting conference policies and goals of diversity and inclusion

Organizations shall not use the *AIDS 2020: Virtual* conference platform or permit it to be used by any employee, agent or invitee:

- For any illegal purpose and cyber crime;
- In violation of the *AIDS 2020 : Virtual* Principles and Values and Terms of Use;
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma codex;
- In conflict with and applicable data security and protections laws, including but not limited to the European Union General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), or any relevant data protection regulation;
- In any manner which could vitiate the insurance or increase the rate of insurance on the virtual conference; or

All satellite orders must be made by contacting the *AIDS 2020: Virtual* – Satellites and Exhibition team to be placed on ISET. The satellite order will be confirmed only upon receipt of full payment in accordance with the *AIDS 2020: Virtual* - Terms & Conditions for Satellites

and Exhibition. The *AIDS 2020: Virtual - Satellites* and Exhibition team reserves the right to accept or reject applications.

If the satellite symposium is accepted by the *AIDS 2020: Virtual - Satellites* and Exhibition team, the satellite organizer must submit a complete satellite symposium outline including presentation titles and final speaker names in accordance with the timeline and in line with the instructions provided by *AIDS 2020: Virtual - Satellites* and Exhibition team.

Scheduling of all satellites is at the discretion of the *AIDS 2020: Virtual - Satellites* and Exhibition team. Only Major Industry Sponsors and other defined partners and sponsors receive the right to select their satellite slot based on set criteria. Scheduling is handled on a first-paid, first-served basis, according to the selected package, the dates by which applications are received and fully paid, availability and the overall requirements for the programme.

Anyone attending a satellite symposium must be registered for the conference.

## **Placing Exhibition or Satellite Orders on ISET**

Exhibitors and satellite organizers must contact the *AIDS 2020: Virtual - Satellite* or Exhibition team by email to order an exhibition and/or a satellite package. If the exhibitor and/or satellite organizer does not have an existing ISET account, one will need to be created by the organiser. The confirmed order is logged in ISET by the *AIDS 2020: Virtual - Satellite* and Exhibition team. By creating/having the ISET account and placing the order by email, exhibitors and satellite organizers confirm that these *AIDS 2020: Virtual - Terms & Conditions* for Satellites and Exhibition have been read and accepted. They accept and understand that when the *AIDS 2020: Virtual – Satellite* and Exhibition team places an order on their behalf, based on previous written confirmation, their intent is confirmed. All orders placed on ISET are binding and subject to the *AIDS 2020: Virtual - Terms & Conditions* for Satellites and Exhibition; unpaid orders are equally subject to the Cancellation Policy outlined below.

## **Payment Conditions**

Payments have to be made in full directly upon receipt of the invoice and the full amount due has to be on the account indicated on the invoice before starting any virtual set-up (i.e. booth design and uploading documents, pre-recording of satellite content, etc.). All payments have to be in USD, using a credit card or by bank transfer. No tax is applicable for exhibition or satellite symposia orders. All bank fees and money transfer costs must be prepaid by the transmitter. Orders over USD \$30,000 must be paid by bank transfer. Personal cheques, company cheques or USD cheques are not accepted.

The order will only be confirmed upon receipt of payment in full. If requested by the *AIDS 2020: Virtual Satellites* and Exhibition team, a proof of payment should be provided.

In case of overpayment, refund requests must be made in writing and sent to the *AIDS 2020: Virtual - Satellites* and Exhibition team, by email, no later than 10 July 2020. A handling fee of USD 65 will be charged. Refunds will be made after the conference in the same form as the original transaction. For original payments made by bank transfer, the overpayment notification must indicate a bank account to which a refund should be remitted.

## **Cancellation Policy**

Cancellations must be sent by email to the *AIDS 2020: Virtual* - Satellites and Exhibition team. The cancellation will not be effective until a written acknowledgement from the *AIDS 2020: Virtual* - Satellites and Exhibition team is received. No refund can be made for cancellations or reduction requests received after 22 May 2020.

Credit will not be given for unattended events or early termination of attendance.

All orders placed on ISET are subject to the *AIDS 2020: Virtual* - Terms & Conditions for Satellites and Exhibition; unpaid orders are equally subject to these Cancellation Policy charges.

## **Cancellation of the conference**

In the event that the conference cannot be held or is postponed due to events beyond the control of the IAS and the conference organizers (incl. force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the IAS and the conference organizers, neither the IAS nor the conference organizers can be held liable by satellite or exhibition organizer for any damages, costs, or losses incurred, financial losses, etc.

Under these circumstances, the IAS reserves the right to either retain the entire amount paid and to use it for a future conference, or to reimburse the exhibitor/satellite organizer after deducting costs already incurred for the organization of the conference and which could not be recovered from third parties.

## **Modification of the programme**

The IAS and the conference organizers reserve the right to modify the conference programme, which is published as an indication only.

## **Liability**

The IAS and the conference organizers shall be held liable in the framework of a duty of care as a respectable business according to statutory provisions. The liability of the IAS and conference organizers - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The exhibitor/satellite organizer shall take part in the conference at his/her own risk. The satellite organizer and/or exhibitor is responsible for the costs of any damages arising out of their participation in the virtual conference. Oral agreements shall not be binding if these have not been confirmed in writing by the IAS.

The IAS and the conference organizers do not accept any responsibility nor liability, in all cases and at all times, for any damage, including misuse of data or any intellectual property or cybercrime resulting from the participation in the virtual conference.

All exhibitors and satellite holders are obliged to purchase and maintain their own insurance policies through the term of *AIDS 2020: Virtual*, against any and all risks incurred by a virtual event.

Exhibitors and satellite organizers shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") suffered by the IAS or the conference organizers and/or persons and/or property, arising out of the participation of exhibitors and satellite organizers in the conference.

Should the virtual conference platform become inaccessible by any cause or in case of any technical failure or breakdown, no reduction in costs or refunds are applicable. The IAS and the conference organizers are released from any kind and all claims for damage or losses that might arise in consequence thereof.

## **Indemnification**

Exhibitors and satellite organizers agree to indemnify, hold harmless and defend the IAS and the conference organizers from and against any and all liabilities, damages (including cybercrime and copyrights), actions, costs, losses, claims, and expenses (including attorneys' fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of the exhibitor and/or satellite organizer or its employees, agents, subcontractors, visitors or invitees. Such indemnification by the exhibitor and/or satellite organizer shall apply unless such damage or injury results from the sole negligence, gross negligence or wilful misconduct of the IAS and the conference organizers.

## **Waiver of Claims and Warranty**

Exhibitors and satellite organizers assume full responsibility to safeguard online materials owned or used by the exhibitor and/or satellite organizer. Exhibitors and satellite organizers also agree that the IAS and the conference organizers are not responsible for any charges, liability or expense caused by the malfunction or non-operation of any part of the virtual conference platform unless resulting from the IAS or the conference organizers negligence or wilful misconduct.

## **Compliance with Laws**

Exhibitors and satellite organizers shall, at their own expense, promptly comply and cause its employees, agents, contractors, patrons, and invitees to promptly comply with all laws, ordinances, orders, rules, regulations and requirements and to conform in all respects with laws, rules and regulations applicable to online events.

## **Exhibitor and Satellite Organizer's Appointed Contractors**

Exhibitors and satellite organizers assume full responsibility for all acts or omissions of all Appointed Contractors providing services to the exhibitor and/or satellite organizer. Exhibitors and satellite organizers will assure that such Appointed Contractors will fully comply with all terms and conditions of the *AIDS 2020: Virtual* - Terms & Conditions for Satellites and Exhibition and will be financially responsible for any non-compliance by Appointed Contractors.

## **Data protection and sharing of contact details**

The International AIDS Society will collect, process, transfer and store delegates personal data only for (i) the preparation and execution of *AIDS 2020: Virtual* and (ii) the preparation of future International AIDS Society and International AIDS Conferences. Data protection is warranted in accordance with the Swiss Data Protection Act and the Tele Service Data Protection Act. Delegates' personal data will be retained securely and only be accessible on a 'need to know' basis by duly authorized persons.

## **Conference Embargo Policy**

All *AIDS 2020: Virtual* Conference abstracts are released to delegates and media under a strict embargo policy. A detailed breakdown of embargo procedures for different types of abstracts is available on the *AIDS 2020: Virtual* conference embargo policy page. All conference participants, presenters and media are asked to respect this policy.

## **Fulfilment and jurisdiction**

This Terms & Conditions for Satellites and Exhibition and the rights of the Parties herein shall be governed by and construed in accordance with the laws of Washington, District of Columbia, USA, without regard to choice of law rules.

Any dispute, controversy or claim arising out of, or in relation to, this Terms and Conditions for Satellites and Exhibition shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva. The arbitral proceedings shall be conducted in English. The arbitration shall be conducted in accordance with the provisions for Expedited Procedure.

Click [here](#) for further information on the International AIDS Society's copyright, disclaimer and privacy policies.